

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (previously recorded at Reel 2757 Frame 0032)																														
CONVEYING PARTY DATA																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>JPMorgan Chase Bank, N.A., as Collateral Agent</td> <td>FORMERLY JPMorgan Chase Bank</td> <td>11/17/2005</td> <td>National Banking Association:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	JPMorgan Chase Bank, N.A., as Collateral Agent	FORMERLY JPMorgan Chase Bank	11/17/2005	National Banking Association:																							
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Serial Number:	76513445	MESA A/P																													
CORRESPONDENCE DATA																															
Fax Number: (212)455-2502 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (212) 455-7698																															

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**TRADEMARK
 REEL: 003199 FRAME: 0945**

Email: ksolomon@stblaw.com
Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	5019265/0964
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NAME OF SUBMITTER:	Mark Solomon
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Signature:	/ms/
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Date:	11/28/2005
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of November 17, 2005, from JPMorgan Chase Bank N.A. (formerly JPMorgan Chase Bank), a national banking association, as Collateral Agent (the "Agent") for the benefit of the Secured Parties (as such term is defined in the Guarantee and Collateral Agreement referred to below) as parties to (i) the Credit Agreement, dated as of March 31, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TBC Corporation (the "Borrower"), the Lenders, the Administrative Agent and the Co-Administrative Agent and (ii) the Second Amended and Restated Note Agreement dated as of April 1, 2003, as amended by Amendment No.1 to the Second Amended and Restated Note Agreement, dated as of November 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Existing Note Agreement") between The Prudential Insurance Company of America ("Prudential") and the Borrower and (iii) the Note Purchase Agreement dated as of April 1, 2003 as amended by Amendment No.1 to the Note Purchase Agreement, dated as of November 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Additional Note Agreement") among Prudential, certain affiliates, managed accounts or funds of Prudential (the "Prudential Affiliates") and the Borrower (the Existing Note Agreement and the Additional Note Agreement collectively referred to as the "Note Agreements"), to Big O Tires, Inc. ("Obligor"), a Delaware corporation with its principal place of business located at 12650 E. Briarwood Ave., Englewood, CO 80112.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of March 31, 2003 (as amended by the First Amendment thereto dated as of November 29, 2003), made by the Grantors (as defined therein), including the Obligor, in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademarks, dated as of November 29, 2003, among the Agent and Obligor (the "Grant of Security Interest"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademarks (as defined in the Collateral Agreement), including the Trademark Collateral;

WHEREAS, the Grant of Security Interest was recorded in the United States Patent and Trademark Office on December 3, 2003, at Reel 002757, Frame 0032; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A. (formerly
JPMorgan Chase Bank)

By: 

Name:

B.B. WUTHRICH
VICE PRESIDENT

Title:

STATE OF Georgia)
COUNTY OF Fulton)

SS.:

On this 21st day of November, 2005, before me personally appeared B. Wuthrich to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Ashley Peltz
Notary Public

(Affix Seal Below)

**My Commission Expires
August 24, 2009, Fulton County, GA**

Schedule A

U.S. Trademark Registrations

Title	Registration Number

SCHEDULE A**BIG O TIRES, INC.**

MARK	REFERENCE#	FILED	APPL#	REGDT	REG#
AGGRESSOR					
UNITED STATES PENDING	T34357US0	11/10/2003	N/A		
BIGFOOT & Design of Bird					
UNITED STATES PENDING	T34340US0	5/13/2003	78/513,811		
BIGFOOT & Design of Face					
UNITED STATES PENDING	T34342US0	5/13/2003	78/513,813		
BIGFOOT & Design of Flag					
UNITED STATES PENDING	T34344US0	5/13/2003	78/513,815		
BIGFOOT & Design of Foot					
UNITED STATES PENDING	T34338US0	5/13/2003	78/513,449		
BIGFOOT & Design of Jeep					
UNITED STATES PENDING	T34341US0	5/13/2003	78/513,812		
BIGFOOT & Design of Rocket					
UNITED STATES PENDING	T34343US0	5/13/2003	78/513,814		
BIGFOOT & Design of Scissors					
UNITED STATES PENDING	T33147US0	5/13/2003	78/513,448		
BIGFOOT COUNTRY & DESIGN					
UNITED STATES PENDING	T33148US0	5/16/2003	78/514,803		
DESTINY					
UNITED STATES PENDING	T34358US0	11/10/2003	N/A		
FUGITIVE					
UNITED STATES PENDING	T34346US0	11/10/2003	N/A		
LEGACY TOUR PLUS					
UNITED STATES PENDING	T33932US0	11/12/2003	N/A		
MAMMOTH					
UNITED STATES PENDING	T34345US0	11/10/2003	N/A		

509265-0964-02468-Palo Alto.2055141.2

MESA A/P

UNITED STATES	T34031US0	5/13/2003	76/513,445
PENDING			

VENGEANCE RADIAL SPORT

UNITED STATES	T34359US0	11/10/2003	N/A
PENDING			

VENGEANCE SPORT SLX

UNITED STATES	T34360US0	11/10/2003	N/A
PENDING			

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